

1 Scott E. Gizer, Esq., Nevada Bar No. 12216  
2 *sgizer@earlysullivan.com*  
3 Sophia S. Lau, Esq., Nevada Bar No. 13365  
4 *slau@earlysullivan.com*  
5 EARLY SULLIVAN WRIGHT  
6 GIZER & McRAE LLP  
7 8716 Spanish Ridge Avenue, Suite 105  
8 Las Vegas, Nevada 89148  
9 Telephone: (702) 331-7593  
10 Facsimile: (702) 331-1652

11 Kevin S. Sinclair, State Bar Number 12277  
12 *ksinclair@sinclairbraun.com*  
13 SINCLAIR BRAUN LLP  
14 16501 Ventura Blvd, Suite 400  
15 Encino, California 91436  
16 Telephone: (213) 429-6100  
17 Facsimile: (213) 429-6101

18 Attorneys for Defendants  
19 FIDELITY NATIONAL TITLE GROUP, INC. and FIDELITY  
20 NATIONAL TITLE INSURANCE COMPANY

21 DESIGNATED LOCAL COUNSEL FOR SERVICE OF  
22 PROCESS ON SINCLAIR BRAUN LLP PER L.R. IA 11-1(b)

23 Gary L. Compton, State Bar No. 1652  
24 2950 E. Flamingo Road, Suite L  
25 Las Vegas, Nevada 89121

26 **UNITED STATES DISTRICT COURT**

27 **DISTRICT OF NEVADA**

28 WELLS FARGO BANK, N.A.,

Plaintiff,

vs.

FIDELITY NATIONAL TITLE GROUP,  
INC., ET AL.,

Defendants.

Case No.: 2:20-CV-02156-APG-NJK

**STIPULATION TO STAY CASE  
PENDING *WELLS FARGO II* APPEAL**

Plaintiff Wells Fargo Bank, N.A. and Defendants Fidelity National Title Group, Inc. and Fidelity National Title Insurance Company (collectively, the “Parties”), by and through their undersigned counsel, stipulate and agree as follows, subject to the approval of the District Court:

**WHEREAS**, this is one of several a title insurance coverage disputes pending in this

1 district following an HOA foreclosure sale. The majority of cases concern the ALTA 1992 loan  
 2 policy of title insurance with form 1 coverage, along with the CLTA 100/ALTA 9 Endorsement  
 3 and either the CLTA 115.1/ALTA 4 Endorsement or the CLTA 115.2/ALTA 5 Endorsement;

4 **WHEREAS**, one such matter is on appeal in *Wells Fargo Bank, N.A. v. Fidelity National*  
 5 *Title Ins. Co.*, Ninth Cir. Case No. 19-17332 (District Court Case No. 3:19-cv-00241-MMD-  
 6 WGC) (the “*Wells Fargo II Appeal*”). The parties to that case—whose counsel are also counsel in  
 7 this action—have been advised that the Ninth Circuit is considering the *Wells Fargo II Appeal* for  
 8 oral argument sometime in the Summer of 2021;

9 **WHEREAS**, the Parties anticipate that the Ninth Circuit Court of Appeals’ decision in the  
 10 *Wells Fargo II Appeal* will likely touch upon issues regarding the interpretation of the title  
 11 insurance policy that could potentially affect the disposition of this action, particularly given some  
 12 of the similarities between the policy at issue in *Wells Fargo II Appeal* and the policy here;

13 **WHEREAS**, since February 2021, counsel for the Parties in this case and for the parties in  
 14 many of the other title insurance disputes referenced above have been in discussions to stay many  
 15 of these cases pending the *Wells Fargo II Appeal*, and the Parties have now come to terms  
 16 regarding the contours of the proposed stay in this case and many of the other title insurance  
 17 disputes;

18 **WHEREAS**, because the *Wells Fargo II Appeal* has the potential to resolve certain  
 19 matters at issue in this case, the Parties stipulate and agree that a stay of discovery in this  
 20 particular case pending the outcome *Wells Fargo II Appeal* is appropriate;

21 **NOW THEREFORE**, the Parties, by and through their undersigned counsel, hereby  
 22 stipulate and agree as follows:

- 23 1. Discovery between the Parties in the instant action shall immediately be **STAYED**  
 24 pending the disposition of the *Wells Fargo II Appeal*. The Parties shall not file any  
 25 motions to enforce Party discovery while this stay is pending.
- 26 2. The Parties shall not file any additional dispositive motions while this stay is pending.
- 27 3. Each of the Parties shall be excused from responding to any now-outstanding  
 28 discovery requests propounded by the other until after the stay is lifted.

4. The scheduling order previously entered in this action shall be hereby **VACATED**.
5. Each of the Parties may request a further Fed. R. Civ. P. 26(f) conference at any time 180 days after the order granting this stipulation.
6. By entering into this stipulation, none of the Parties is waiving its right to subsequently move the Court for an order lifting the stay in this action.
7. Nothing contained in this stipulation will prevent the Parties from propounding and enforcing subpoenas to third parties.

Dated: March 25, 2021

WRIGHT, FINLAY & ZAK

By: /s/-Darren T. Brenner  
DARREN T. BRENNER  
Attorneys for Plaintiff  
WELLS FARGO BANK, N.A.

Dated: March 25, 2021

SINCLAIR BRAUN LLP

By: /s/-Kevin S. Sinclair  
KEVIN S. SINCLAIR  
Attorneys for Defendants  
FIDELITY NATIONAL TITLE GROUP,  
INC. and FIDELITY NATIONAL TITLE  
INSURANCE COMPANY

**IT IS SO ORDERED.**

Dated this 25th day of March, 2021.

  
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ANDREW P. GORDON  
UNITED STATES DISTRICT JUDGE